

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

FOURTH AMENDMENT
SERVICE CONTRACT 2019-P00048 D

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority hereinafter referred to as "PREPA", a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941 (Act 83), as amended, represented in this act by its Chief Executive Officer/Executive Director, mister José F. Ortiz Vázquez, of legal age, married and resident of San Juan, Puerto Rico. -----

AS SECOND PARTY: Perfect Integrated Solutions, Inc. hereinafter referred to as "PIS", a corporation organized and registered to do business in Puerto Rico, represented in this act by its Vice President, mister Hector Luis Vélez Torres, of legal age, Vice President, married, and resident of Trujillo Alto, Puerto Rico, duly authorized to appear in representation of PIS by Resolution dated June 22, 2020.-----



Both PREPA and PIS are herein individually referred to as a "Party" and collectively referred to as the "Parties". -----


WITNESSETH

In consideration of the mutual covenants and agreements contained in this FOURTH Amendment, hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows:-----

STATE

WHEREAS: PREPA, by virtue of Act 83, has the authority to engage those professional, technical and consulting services necessary and convenient for its activities, programs, and operations. -----

WHEREAS: On January 2, 2019, PREPA and PIS executed Contract 2019-P00048 (Contract), through which the Contractor would provide PREPA all labor, supervision, tools, equipment and materials necessary to perform the selective clearing, pruning and herbicide treatment of vegetation along PREPA's electrical system. The original term of the Contract expired on June 30, 2019, and its maximum amount was \$2,000,000 (Contract Amount). -----

 WHEREAS: On June 30, 2019, PREPA and PIS signed the First Amendment to the Contract. It was executed to extend its term until September 30, 2019, and to increase its maximum amount by \$2,000,000, thus increasing the total Contract Amount to \$4,000,000. Through Resolution 4544 of August 10, 2017, PREPA's Governing Board authorized \$4,600,000 as the maximum amount of the Contract. -----

WHEREAS: On September 30, 2019, PREPA and PIS signed the Second Amendment to the Contract. It was executed to extend its term until December 31, 2019, and to increase its maximum amount by \$1,500,000, and thus, increasing the Contract Amount to \$5,500,000. The Second Amendment was approved through PREPA's Governing Board's Resolution 4740 dated September 26, 2019. -----

WHEREAS: On December 30, 2019, PREPA and PIS signed the Third Amendment to the Contract extending its term until June 30, 2020. The Third Amendment was approved by PREPA's Governing Board's Resolution 4753 dated December 18, 2019. -----

WHEREAS: On March 2020, the Governor of Puerto Rico issued Executive Orders OE-2020-023 and OE-2020-029 due to the Coronavirus (COVID-19) pandemic. This situation halted all the works under this Contract. Due to these circumstances, the vegetation work, which would have been finished on June 30, 2020, will not be completed by said date. -----

WHEREAS: For the abovementioned situation the Program Management, Restructuring and Fiscal Affairs Office (PMO), requested a time extension to the Contract, that is, from July 1 to September 30, 2020, in order to continue the vegetation work in our electrical system. -----

WHEREAS: On April 29, 2020, PREPA's Governing Board through Resolution 4778 authorized the Fourth Amendment to the Contract, to extend its term from July 1 to September 30, 2020 or until the Contract Amount is exhausted. -----

THEREFORE: in order to continue receiving the PIS services the appearing Parties hereby agree to enter into this Fourth Amendment under the following: -----

TERMS AND CONDITIONS

FIRST: PREPA and PIS agree to amend Article 4.3 of the Contract to extend its term, from July 1 to September 30, 2020 or until the Contract Amount is exhausted. -----

All payments performed under this Fourth Amendment will be charged to PREPA's budget account 01-4024-67000-550-474. -----

SECOND: To the extent permitted by the emergency situation caused by the COVID-19 global pandemic, Consultant will continue complying with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. The Consultant shall provide, while the Puerto Rico's government agencies allows it, the certifications identified in this Article. In matters of the sworn statement while the COVID-19 emergency lasts, and considering the Supreme Court's Resolution EM-2020-06, PREPA will accept the last sworn statements provided by the Consultant, which shall not have more than one year since they were prepared. Also, the Consultant certify that at the time of the execution of this Fourth Amendment the conditions established in the sworn statement of December 23, 2019 have not changed. Once the emergency ends the Consultant shall provide updated sworn statement. Considering the above mentioned, the Consultant shall provide the following documents: -----

1. Certificate issued by the Treasury Department of Puerto Rico which indicates that Contractor does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. -----
2. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Contractor has filed his Income Tax Return for the last five (5) tax years. -----

3. Certificate issued by the Municipal Revenues Collection Center (MRCC), demonstrating that Contractor does not owe any tax. -----
4. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that Contractor has filed the Personal Property Tax Return to such governmental agency. -----
5. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
6. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (social security for chauffeurs), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
7. Certificate issued by the Puerto Rico Child Support Administration (ASUME) assuring that Contractor is in compliance with the collection of child support payments. -----
8. A copy of the Merchant Registration Certificate. -----
9. Puerto Rico Sales and Use Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Contractor is in



compliance with it. -----

10. Good Standing Certificate issued by the State Department of Puerto Rico. -----

Consequences of Non-Compliance

Contractor expressly agrees that the conditions outlined throughout this Article SECOND are essential requirements of the Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be enough cause for PREPA to render the Contract null and void. If any of the certifications listed in Article SECOND shows a debt, and Contractor has requested a review or adjustment of this debt, Contractor hereby certifies that it has made such request at the time of the Amendment execution. If the requested review or adjustment is denied and such determination is final, Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every subcontractor, if any approved by PREPA, whose service Contractor has secured in connection with the Services to be rendered under the Contract and shall send evidence to PREPA to demonstrate its compliance with this requirement. -----

THIRD: Contractor understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications and sworn statements are

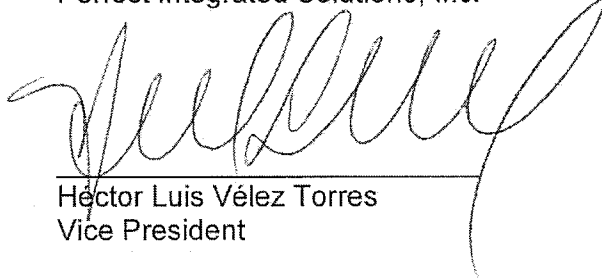
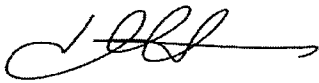
submitted to PREPA. -----

FOURTH: The Parties agree that all other terms, conditions, specifications, stipulations, insurances, and requirements established in the Contract shall remain unaltered and fully enforceable. -----

In WITNESS WHEREOF, the Parties hereto have agreed to execute this Fourth Amendment to the Contract in San Juan, Puerto Rico, on this 26 day of June, 2020. -----

Puerto Rico Electric Power Authority

Perfect Integrated Solutions, Inc.



José F. Ortiz Vázquez
Chief Executive Officer

Héctor Luis Vélez Torres
Vice President